

1 BILL NO. S-83-07-12

2 SPECIAL ORDINANCE NO. S-141-83

3 AN ORDINANCE approving a contract
4 by the City of Fort Wayne by and
5 through its Board of Public Works
6 and Scheidleman Excavating, Inc.,
7 for Leo Road Water Main Extension,
8 Contract 83-XP-1.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
10 OF THE CITY OF FORT WAYNE, INDIANA:

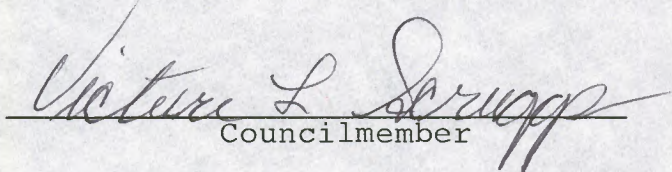
11 SECTION 1. The annexed Contract, made a part hereof,
12 by the City of Fort Wayne by and through its Board of Public
13 Works and Scheidleman Excavating, Inc., for Leo Road Water Main
14 Extension, Contract 83-XP-1, is hereby ratified and affirmed and
15 approved in all respects. The work under said Contract requires:

16 the furnishing of labor, material, equipment,
17 tools, power, transportation, misc. equipment,
18 etc., necessary for the installation of:
19 1522+ LF of 16" water main, including all
20 fittings, on Leo Road, beginning at an existing
21 12" water main at Garden Park Drive thence
22 northward;

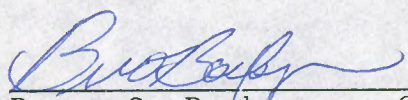
23 the Contract price is Forty-Four Thousand Two Hundred Eighty-Five
24 and 58/100 Dollars (\$44,285.58).

25 SECTION 2. Two (2) copies of the Contract attached
26 hereto are on file with the City Clerk, and are available for
27 public inspection.

28 SECTION 3. That this Ordinance shall be in full force
29 and effect from and after its passage and any and all necessary
30 approval by the Mayor.

31 
32 Councilmember

33 APPROVED AS TO FORM
34 AND LEGALITY

35 
36 Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Scruggs,
seconded by _____, and duly adopted, read the second time
by title and referred to the Committee City Utilities (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,
Indiana, on _____, the _____ day of
_____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 7-12-83

Sandra E. Kennedy
CITY CLERK

Read the third time in full and on motion by Scruggs,
seconded by GiaQuinta, and duly adopted, placed on its
passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>6</u>	<u>3</u>	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	<u>✓</u>	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	_____	<u>✓</u>	_____	_____	_____
<u>SCHOMBURG</u>	_____	<u>✓</u>	_____	_____	_____
<u>SCRUGGS</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 7-26-83

Sandra E. Kennedy
- CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)
(APPROPRIATION) ORDINANCE (RESOLUTION) NO. J-141-83,
on the 26th day of July, 1983.

ATTEST:

(SEAL)

Sandra E. Kennedy

CITY CLERK

Ray A. Ebert

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 27th day of July, 1983, at the hour of
11:30 o'clock AM. M., E.S.T.

Sandra E. Kennedy
CITY CLERK

Approved and signed by me this 28th day of July
1983, at the hour of 10 o'clock A. M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR. - MAYOR



FORT WAYNE 2, INDIANA

Date May 27, 1983

B. O. 26-83

To Water Engineering Department

Subject Leo Road Water Main Extension - Contract 83-XP-1 - W. O. 63593

Contract for the above has been awarded to Scheidleman Excavating in the amount of \$44,285.58.

Please prepare contract documents.

S. A. Bailey

R. A. Staten

B. R. Collins

BOARD OF PUBLIC WORKS

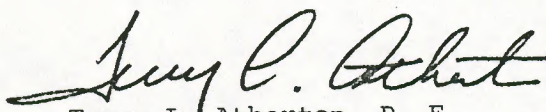
ce

Signed _____

Reply:

June 15, 1983

Attached you will find Leo Road Contract No. 83-XP-1 for the Board's execution. After obtaining the proper signatures, please return the two copies to us, so that they may be processed accordingly.

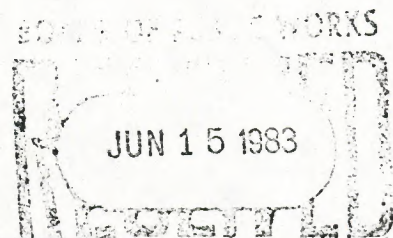


Terry L. Atherton, P. E.
Chief Water Engineer

tla/ep

Attachments: 3

Council
7-14



Signed _____

SENDER: REMOVE & KEEP 3RD COPY - RECEIVER: ANSWER & KEEP 2ND COPY - RETURN 1ST

72-83-22
6/22/83

CONTRACT NO. 83-XP-1

BOARD ORDER NO. 26-83

WORK ORDER NO. 63593

THIS CONTRACT made and entered into in triplicate this 22nd day of June, 19 83, by and between SCHEIDLEMAN EXCAVATING, INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works, herein called OWNER,

WITNESSETH, that the Contractor and the Owner, for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of:

1522± LF of 16" water main, including all fittings, on Leo Road, beginning at an existing 12" water main at Garden Park Drive thence northward,

all according to Fort Wayne Water Utility Drawing No. Y-10529, Sheets 1 thru 4, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the sum of Forty-four Thousand Two Hundred Eighty-five Dollars and 58/100 (\$44,285.58). In the event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Water Engineering Department less the aggregate of previous payments, will be paid by Owner to the Contractor.

WEBIDD
JOB G
remove 6/12/83

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Water Engineering Department to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder, at the time the Completion Affidavit is filed, shall also file a Manpower Utilization Report for this project.

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935.

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids, for Contract No. 83-XP-1.
- b. Instructions to Bidders for Contract No. 83-XP-1.
- c. Contractor's Proposal Dated May 18, 1983.
- d. Fort Wayne Water Utility Engineering Department Drawing No. Y-10529, sheets 1 thru 4.
- e. Supplemental Specification for Contract No. 83-XP-1.
- f. Detailed Specifications and Conditions for the Installation of Transmission and Distribution Mains of the Fort Wayne Water Utility.
- g. Construction Standards and Water Main and Water Service Materials Standards of the Fort Wayne Water Utility, Engineering Department, latest revision, except as modified in the Supplemental Specifications.
- h. Workman's Compensation Act (I.C. 22-3-2-1).
- i. Non Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
- j. Prevailing Wage Scale.
- k. Performance and Guaranty Bond.
- l. Minority/Female Employment Requirements Option

ARTICLE 9. GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the Contractor shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the water main by the City.

ARTICLE 10. INDEMNITY

Contractor shall furnish to Owner, within ten (10) days of the date hereof, a certificate from an insurer acceptable to Owner showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to Owner.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the Owner, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 30 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SCHEIDLEMAN EXCAVATING, INC.

BY: [Signature]
John D. Scheidleman, President

BY: [Signature]
Karen Scheidleman, Secretary-Treasurer

CITY OF FORT WAYNE, INDIANA

BY: [Signature]
Win Moses, Jr., Mayor

BOARD OF PUBLIC WORKS

[Signature]
Stephen A. Bailey, Chairman

[Signature]
Roberta Anderson Staten, Member

[Signature]
Betty E. Collins, Member

APPROVED AS TO FORM AND LEGALITY:

[Signature]
ATTEST: ASSOCIATE CITY ATTORNEY

[Signature]
Helen V. Gochenour, Clerk

Approved by the Common Council of the City of Fort Wayne on _____ day of _____, 19____.

Special Ordinance No. _____.

ACKNOWLEDGMENT

STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said County and State, this 8th
day of June, 1983, personally appeared the within named
John D. Scheidleman and Karen Scheidleman, who being by me first duly sworn
upon their oaths say that they are the President and Secretary-Treasurer
respectively, of Scheidleman Excavating, Inc. and as such duly authorized
to execute the foregoing instrument and acknowledged the same as the
voluntary act and deed of Scheidleman Excavating, Inc. for the uses and
purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

M. Carol Cicero
NOTARY PUBLIC
M. CAROL CICERO, Notary Public
Resident of Allen County, Indiana
My Commission Expires October 27, 1984.
Type or Print Name of Notary

MY COMMISSION EXPIRES:

10/27/84

ACKNOWLEDGMENT

STATE OF INDIANA) SS:
)
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 23rd day of June, 1983, personally appeared the within named WINFIELD C. MOSES, JR., Mayor of the City of Fort Wayne; STEPHEN A. BAILEY, ROBERTA ANDERSON STATEN, and BETTY R. COLLINS members of the Board of Public Works, City of Fort Wayne, Indiana; and Clerk of the Board of Public Works, City of Fort Wayne, Indiana, to me personally known, who being by me duly sworn said that they are respectively the Mayor of the City of Fort Wayne, the Members and Clerk of the Board of Public Works of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the FORT WAYNE WATER UTILITY of the City of Fort Wayne, Indiana, with full authority so to do and acknowledged said instrument to be the voluntary act and deed of said Department of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Sharon J. Helmsing
Notary Public
SHARON J. HELMSING, Notary Public
Resident of Allen County
My Commission Expires July 6, 1986
Type or Print Name of Notary

My Commission Expires:

7-6-86

WECONT
JOB Q

BALBOA INSURANCE COMPANY
620 Newport Center Drive, Newport Beach, CA 92660

PERFORMANCE BOND

Bond # - 01 NAA 000193
SBG # 0500-04770-005-49

KNOW ALL MEN BY THESE PRESENTS: That we, Scheidleman Excavating, Inc.,
6225 Stoney Creek Drive, Fort Wayne, IN 46825
hereinafter called Principal, and BALBOA INSURANCE COMPANY, a corporation organized and existing under the laws of the State of California, as Surety, hereinafter called Surety, are held and firmly bound unto City of Fort Wayne, Water Engineering Dept., Room 710, City-County Bldg., Fort Wayne, IN 46802
hereinafter called Obligee, in the amount of Forty-Four Thousand, Two Hundred Eighty-Five & 58/100
(S 44,285.58) Dollars, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators or successors, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated June 1, 19 83, entered into a contract with Obligee for Watermain Extension-Leo Road, Contract # 83-XP-1, Work Order # 63593
in accordance with drawings and specifications prepared by _____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Principal shall be, and declared by Obligee to be in default under the Contract, the Obligee having fully performed Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the work under the Contract in accordance with the plans and specifications, or;
- (2) Obtain a bid or bids for submission to Obligee for completing the work under the Contract in accordance with the plans and specifications and upon determination by Obligee and Surety of the lowest responsible bondable bidder arrange for a contract between such bidder with corporate surety and Obligee, and then pay the Obligee the bidder's price less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph, shall mean the total amount payable by Obligee to Principal under the original Contract and any amendments thereto, less the amount properly paid by Obligee to Principal.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of Obligee, and this instrument may not be transferred or assigned without the written consent of surety.

Signed and sealed this 9th day of June, A.D., 19 83, in the presence of:

Scheidleman Excavating, Inc.

By [Signature] (Seal)
Principal

BALBOA INSURANCE COMPANY

By [Signature] (Seal)
Surety

Mark D. Sundstrand, Attorney-in-Fact

BILL NO. S-83-07-12

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN
ORDINANCE approving a contract by the City of Fort Wayne by and
through its Board of Public Works and Scheidleman Excavating, Inc., for
Leo Road Water Main Extension, contract 83-XP-1

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

VICTURE L. SCRUGGS, CHAIRMAN

Victure Scruggs

SAMUEL J. TALARICO, VICE CHAIRMAN

Samuel J. Talarico

DONALD J. SCHMIDT

Donald J. Schmidt

MARK E. GIAQUINTA

PAUL M. BURNS

Concurred in 7-26-83 Sandra E. Kennedy

TITLE OF ORDINANCE Leo Road Water Main Extension, Contract 83-XP-1, Scheidleman Exc.,DEPARTMENT REQUESTING ORDINANCE Board of Public Works83-07-12

SYNOPSIS OF ORDINANCE Leo Road Water Main Extension, Contract 83-XP-1, is for the
furnishing of labor, material, equipment, tools, power, transportation, misc. equipment,
etc., necessary for the installation of:

1522+ LF of 16" water main, including all fittings, on Leo Road, beginning at an
existing 12" water main at Garden Park Drive thence northward. Scheidleman Excavating, Inc.
is the contractor.

EFFECT OF PASSAGE Improvement of water conditions on Leo Road area..

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$44,285.58

ASSIGNED TO COMMITTEE _____